

# MORTGAGE RECORD

## This Indenture

Made this 7<sup>th</sup> day of January in the year of our Lord one thousand nine hundred and nineteen between Mary S. Leonard, a widow of Laurence in the County of Douglas and State of Kansas, of the first part, and Watkins National Bank of the second part:

WITNESSETH, That the said part of of the first part, in consideration of the sum of

Fifteen hundred DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents do grant, bargain, sell and mortgage to the said part of of the second part, its heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows to-wit: Lot 26, Twenty-six (26) Twenty eight (28) Thirty (30) and Thirty two (32) Vermont Street, City of Lawrence

with the appurtenances, and all the estate, title and interest of the said part of of the first part therein. And the said Mary S. Leonard do cc hereby covenant and agree that at the delivery hereof, she is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of

Fifteen hundred DOLLARS, according to the terms of her certain promissory note, this day executed by said Mary S. Leonard to the said part of of the second part; said note being given for the sum of

Fifteen hundred DOLLARS, dated January 7, 1919 due and payable in one year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and two coupons of 52.50 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said part of of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of

DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the part of of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof, be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of of the second part, and all sums paid by the part of of the second part for insurance, shall be due and payable or not, at the option of the part of of the second part; and it shall be lawful for the part of of the second part, its successors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the part of of the second part, its successors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the over-plus, if any there be, shall be paid by the part of making such sale, on demand, to the said Mary S. Leonard, her heirs and assigns

IN TESTIMONY WHEREOF, The said part of of the first part has hereunto set her hand and seal the day and year last above written.

Signed, sealed and delivered in presence of

STATE OF KANSAS

Douglas County

BE IT REMEMBERED, That on this 7<sup>th</sup> day of January A. D. 1919

before me, A. F. Plim, a Notary Public

in and for said County and State, came Mary S. Leonard a widow,

se to me personally known, to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires April 10, 1919 Notary Public.

This instrument was filed for record on the 8 day of January A. D. 1919, at 2:45 o'clock P. M.

Estelle Northrup  
Register of Deeds.

By Estelle Northrup Deputy.

This instrument is hereby acknowledged to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Recorded Nov 28th 1919  
Estelle Northrup  
Register of Deeds.